

ORIGINAL

FILED IN OPEN COURT  
U.S.D.C. - Atlanta

**GUILTY PLEA and PLEA AGREEMENT** MAR 19 2024

Northern District of Georgia

UNITED STATES DISTRICT COURT  
NORTHERN DISTRICT OF GEORGIA  
NEWNAN DIVISION  
CRIMINAL NO.: 3:21-cr-00004-TCB-RGV

KEVIN P. WEIMER, Clerk  
By:  Deputy Clerk

The United States Attorney for the Northern District of Georgia and the Acting Assistant Attorney General for the Criminal Division of the Department of Justice ("the Government") and Defendant ROBERT PURBECK, a.k.a. Lifelock, a.k.a. Studmaster, a.k.a. Studmaster 1, enter into this Plea Agreement as set forth below in Part IV pursuant to Rules 11(c)(1)(A) & (B) of the Federal Rules of Criminal Procedure. ROBERT PURBECK, Defendant, having received a copy of the above-numbered Indictment and having been arraigned, hereby pleads GUILTY to Counts One and Two of the Indictment.

**I. ADMISSION OF GUILT**

1. The Defendant admits that he is pleading guilty because he is in fact guilty of the crimes charged in Counts One and Two of the Indictment.

**II. ACKNOWLEDGMENT & WAIVER OF RIGHTS**

2. The Defendant understands that by pleading guilty, he is giving up the right to plead not guilty and the right to be tried by a jury. At a trial, the Defendant would have the right to an attorney, and if the Defendant could not afford an attorney, the Court would appoint one to represent the Defendant at trial and at every stage of the proceedings. During the trial, the Defendant would be presumed innocent and the Government would have the burden of proving him guilty beyond a reasonable doubt. The Defendant would have the right to

confront and cross-examine the witnesses against him. If the Defendant wished, he could testify on his own behalf and present evidence in his defense, and he could subpoena witnesses to testify on his behalf. If, however, the Defendant did not wish to testify, that fact could not be used against him, and the Government could not compel him to incriminate himself. If the Defendant were found guilty after a trial, he would have the right to appeal the conviction.

3. The Defendant understands that by pleading guilty, he is giving up all of these rights and there will not be a trial of any kind.

4. By pleading guilty, the Defendant also gives up any and all rights to pursue any affirmative defenses, Fourth Amendment or Fifth Amendment claims, and other pretrial motions that have been filed or could have been filed.

5. The Defendant also understands that he ordinarily would have the right to appeal his sentence and, under some circumstances, to attack the conviction and sentence in post-conviction proceedings. By entering this Plea Agreement, the Defendant may be waiving some or all of those rights to appeal and to collaterally attack his conviction and sentence, as specified below.

6. Finally, the Defendant understands that, to plead guilty, he may have to answer, under oath, questions posed to him by the Court concerning the rights that he is giving up and the facts of this case, and the Defendant's answers, if untruthful, may later be used against him in a prosecution for perjury or false statements.

### **III. ACKNOWLEDGMENT OF PENALTIES**

7. The Defendant understands that, based on his plea of guilty, he will be subject to the following maximum and mandatory minimum penalties:

**As to Count One**

- a. Maximum term of imprisonment: 5 years.
- b. Mandatory minimum term of imprisonment: None.
- c. Term of supervised release: 0 to 3 years
- d. Maximum fine: \$250,000.00, due and payable immediately.
- e. Full restitution, due and payable immediately, to all victims of the offense(s) and relevant conduct.
- f. Mandatory special assessment: \$100.00, due and payable immediately.
- g. Forfeiture of any personal property that was used or intended to be used to commit or to facilitate the commission of the offense; and any property, real or personal, constituting or derived from, any proceeds obtained, directly or indirectly, as a result of the offense.

**As to Count Two**

- a. Maximum term of imprisonment: 5 years.
- b. Mandatory minimum term of imprisonment: None.
- c. Term of supervised release: 0 to 3 years
- d. Maximum fine: \$250,000.00, due and payable immediately.
- e. Full restitution, due and payable immediately, to all victims of the offense(s) and relevant conduct.
- f. Mandatory special assessment: \$100.00, due and payable immediately.

g. Forfeiture of any personal property that was used or intended to be used to commit or to facilitate the commission of the offense; and any property, real or personal, constituting or derived from, any proceeds obtained, directly or indirectly, as a result of the offense.

8. The Defendant understands that, before imposing sentence in this case, the Court will be required to consider, among other factors, the provisions of the United States Sentencing Guidelines and that, under certain circumstances, the Court has the discretion to depart from those Guidelines. The Defendant further understands that the Court may impose a sentence up to and including the statutory maximum as set forth in the above paragraph and that no one can predict his exact sentence at this time.

9. REMOVAL FROM THE UNITED STATES: The Defendant recognizes that pleading guilty may have consequences with respect to his immigration status if he is not a citizen of the United States. Under federal law, a broad range of crimes are removable offenses, including the offense to which the Defendant is pleading guilty. Indeed, because the Defendant is pleading guilty to this offense, removal is presumptively mandatory. Removal and other immigration consequences are the subject of a separate proceeding, however, and the Defendant understands that no one, including his attorney or the District Court, can predict to a certainty the effect of his conviction on his immigration status. The Defendant nevertheless affirms that he wants to plead guilty regardless of any immigration consequences that his plea may entail, even if the consequence is his automatic removal from the United States.

#### **IV. PLEA AGREEMENT**

The Defendant, his counsel, and the Government, subject to approval by the Court, have agreed upon a negotiated plea in this case, the terms of which are as follows:

##### **Dismissal of Counts**

10. The Government agrees that, upon the entry of the Judgment and Commitment Order, any and all remaining counts in the above-styled case still pending against the Defendant shall be dismissed pursuant to Standing Order No. 07-04 of this Court and to Rule 48(a) of the Federal Rules of Criminal Procedure. The Defendant understands that the Probation Office and the Court may still consider the conduct underlying such dismissed counts in determining relevant conduct under the Sentencing Guidelines and a reasonable sentence under Title 18, United States Code, Section 3553(a).

##### **No Additional Charges**

11. The United States Attorney for the Northern District of Georgia and the Acting Assistant Attorney General for the Criminal Division of the Department of Justice agree not to bring further criminal charges against the Defendant related to the charges to which he is pleading guilty. The Defendant understands that this provision does not bar prosecution by any other federal, state, or local jurisdiction.

##### **Factual Basis**

12. The parties agree that if this case went to trial, the Government would prove by admissible evidence and beyond reasonable doubt the following facts:

a. Family Medical Center (“FMC”), which is identified in the Indictment as “Victim-1,” is a medical clinic located in Griffin, Georgia, within the Northern District of Georgia. FMC maintained a repository of personally identifiable information (PII) and confidential personal health information (PHI), to include patient records, full names, addresses, social security numbers, and birth dates. This information was confidential and stored on restricted, nonpublic servers located in Griffin, Georgia and elsewhere.

b. On or about June 23, 2017, the Defendant purchased access to the computer server of FMC on a darknet marketplace.

c. On or about June 25, 2017, the Defendant, from Idaho, used these stolen access credentials to gain unauthorized access to protected computers of FMC, maintained unauthorized access to those computers, and stole medical records and other documents, which contained sensitive PII and PHI of over 43,489 individuals, including names, addresses, birth dates, and social security numbers. FMC suffered losses associated with the breach in the amount of \$138,500.00.

d. On or about February 9, 2018, the Defendant purchased access to a City of Newnan, Georgia Police Department server on a darknet marketplace.

e. From Idaho, the Defendant then used the access credentials to gain unauthorized access to the City of Newnan computer systems, maintained unauthorized access to those computers, and stole records consisting of police reports and documents, which included PII for approximately 14,394 individuals. The City of Newnan suffered losses associated with the breach in the amount of \$113,935.00.

f. On August 19, 2019, Federal Bureau of Investigation (FBI) agents obtained a federal search warrant for the Defendant’s home in Meridian, Idaho. Upon

execution of the warrant two days later, the Defendant admitted that he used the moniker "Lifelock" on the darknet and during various computer intrusions and extortions.

g. During the search of the Defendant's home, the FBI seized a number of computers and devices. A review of the Defendant's hard drive revealed PII for at least 132,725 individuals, obtained through numerous data breaches, including Family Medical Center and the City of Newnan, as well as at least 17 other victims throughout the United States.

h. In committing these computer intrusions against FMC and the City of Newnan, the Defendant executed computer commands from Idaho to other states, including Georgia, to connect to victim computers connected to the internet.

i. The offenses were committed for purposes of the Defendant's private financial gain.

j. The value of the information obtained exceeded \$5,000 as to FMC and exceeded \$5,000 as to the City of Newnan.

### **Sentencing Guidelines Recommendations**

13. Based upon the evidence currently known to the Government, the Government agrees to make the following recommendations and/or to enter into the following stipulations as to Counts One and Two of the Indictment:

#### **Base/Adjusted Offense Level**

14. The Government will recommend, and the Defendant agrees that:

a. The base offense level is six pursuant to U.S.S.G. Section 2B1.1(a)(2).

- b. A fourteen-level increase to the base offense level applies pursuant to U.S.S.G. Section 2B1.1(b)(1)(H) as the loss amount is more than \$550,000 but no more than \$1,500,000.
- c. A two-level enhancement applies pursuant to U.S.S.G. Section 2B1.1(b)(2)(A) since the offense involved 10 or more victims.
- d. A two-level enhancement applies pursuant to U.S.S.G. Section 2B1.1(b)(10)(C) since the offense involved sophisticated means and the Defendant intentionally engaged in or caused the conduct constituting sophisticated means.
- e. A two-level enhancement applies pursuant to U.S.S.G. Section 2B1.1(b)(18) as the Defendant was convicted of an 18 U.S.C. Section 1030 offense and the offense involved an intent to obtain personal information.
- f. A two-level enhancement pursuant to U.S.S.G. Section 3B1.3 (special skill) does not apply because the two-level sophisticated means enhancement pursuant to U.S.S.G. Section 2B1.1(b)(10)(C) will be applied. If, however, the sophisticated means enhancement is ultimately not applied by the Court, the parties agree in that case that the special skill enhancement, pursuant to U.S.S.G. Section 3B1.3 shall be applied.
- g. A two-level enhancement pursuant to U.S.S.G. Section 2B1.1(b)(3) (theft from a person of another) does not apply.

15. The Government will recommend that the Court apply both the two-level enhancement for the trafficking in an unauthorized access device, pursuant to



U.S.S.G. Section 2B1.1(b)(11), and the two-level enhancement for obstructing or impeding the administration of justice, pursuant to U.S.S.G. Section 3C1.1. The Defendant intends to object to the application of these two enhancements.

16. The Defendant will recommend that the Court apply a two-level reduction to his total offense level as a “zero-point offender,” pursuant to U.S.S.G. Amendment Section 4C1.1. The Government intends to object to the application of the zero-point offender reduction.

#### **Acceptance of Responsibility**

17. The Government will recommend that the Defendant receive an offense level adjustment for acceptance of responsibility, pursuant to Section 3E1.1, to the maximum extent authorized by the guideline. However, the Government will not be required to recommend acceptance of responsibility if, after entering this Plea Agreement, the Defendant engages in conduct inconsistent with accepting responsibility. Thus, by way of example only, should the Defendant falsely deny or falsely attempt to minimize the Defendant’s involvement in relevant offense conduct, give conflicting statements about the Defendant’s involvement, fail to pay the special assessment, fail to meet any of the obligations set forth in the Financial Cooperation Provisions set forth below, or participate in additional criminal conduct, including unlawful personal use of a controlled substance, the Government will not be required to recommend acceptance of responsibility.

#### **Right to Answer Questions, Correct Misstatements, and Make Recommendations**

18. The parties reserve the right to inform the Court and the Probation Office of all facts and circumstances regarding the Defendant and this case, and to

respond to any questions from the Court and the Probation Office and to any misstatements of fact or law. Except as expressly stated elsewhere in this Plea Agreement, the parties also reserve the right to make recommendations regarding application of the Sentencing Guidelines. The parties understand, acknowledge, and agree that there are no agreements between the parties with respect to any Sentencing Guidelines issues other than those specifically listed.

#### **Right to Modify Recommendations**

19. With regard to the Government's recommendation as to any specific application of the Sentencing Guidelines as set forth elsewhere in this Plea Agreement, the Defendant understands and agrees that, should the Government obtain or receive additional evidence concerning the facts underlying any such recommendation, the Government will bring that evidence to the attention of the Court and the Probation Office. In addition, if the additional evidence is sufficient to support a finding of a different application of the Guidelines, the Government will not be bound to make the recommendation set forth elsewhere in this Plea Agreement, and the failure to do so will not constitute a violation of this Plea Agreement.

#### **Sentencing Recommendations**

##### **Specific Sentence Recommendation**

20. The Government agrees to recommend that the Defendant be sentenced to no more than 70 months in the custody of the Bureau of Prisons to be followed by a term of supervised release.

**Fine--No Recommendation as to Amount**

21. The Government agrees to make no specific recommendation as to the amount of the fine to be imposed on the Defendant within the applicable guideline range.

**Restitution**

22. The Defendant agrees to pay full restitution, plus applicable interest, in at least the amount of **\$1,048,702.98** to the Clerk of Court for distribution to all victims of the offense(s) to which he is pleading guilty and all relevant conduct, including, but not limited to, any counts dismissed as a result of this Plea Agreement. The Defendant understands that the amount of restitution owed to each victim will be determined at or before sentencing. The Defendant also agrees to cooperate fully in the investigation of the amount of restitution, the identification of victims, and the recovery of restitution for victims.

23. In particular, the Defendant agrees to pay restitution to the following victims of the offense conduct:

Andrea Yaley, DDS	\$ 92,095.00
City of Newnan	\$ 113,935.00
Nancy DeBoer	\$ 400.00
Family Medical Center	\$ 138,500.00
Golden Heart Administrative Professionals	\$ 142,568.85
Holland Eye Care	\$ 130,174.00
Simon Orthodontics	\$ 285,980.13
Ursa Farmers Co-Op	\$ 145,050.00
<b>Total</b>	<b>\$ 1,048,702.98</b>

**Forfeiture**

24. Paragraphs 24 through 31 are subject to and controlled by the dispositions of property in the Property Disposition Chart, attached hereto and incorporated as part of this Plea Agreement, and which lists the property subject to these paragraphs. The Defendant waives and abandons his interest in any property that may have been seized in connection with this case. The Defendant agrees to the administrative or judicial forfeiture or the abandonment of any seized property. The Defendant agrees to hold the United States and its agents and employees harmless from any claims made in connection with the seizure, forfeiture, or disposal of property connected to this case. The Defendant acknowledges that the United States will dispose of any seized property, and that such disposal may include, but is not limited to, the sale, release, or destruction of the seized property. The Defendant agrees to waive any and all constitutional, statutory, and equitable challenges in any manner (including direct appeal, a Section 2255 petition, habeas corpus, or any other means) to the seizure, forfeiture, and disposal of any property seized in this case on any grounds.

25. The Defendant acknowledges that he is not entitled to use forfeited assets to satisfy any fine, restitution, cost of imprisonment, tax obligations, or any other penalty the Court may impose upon the Defendant in addition to forfeiture.

**Disposal of Property**

26. Defendant acknowledges that he has an ownership interest in the following items of property that are in the lawful custody of the United States,

<b>Description</b>	<b>1B#</b>
DOCUMENTS AND NOTEBOOK	1B140
DOCUMENTS, PASSWORDS, CHECK REGISTER	1B147
DOCUMENTS - RECEIPTS	1B155
RECEIPTS-MAIL-NOTES	1B158
HANDWRITTEN NOTES	1B170
MISC DOCS	1B171
BLOCKCHAIN DOCUMENTS, OTHER	1B172
GIFT CARDS	1B200-1B208
DOCUMENTS	1B153
2 MOTOROLA XT912 CELL PHONES - BLACK MOTOROLA DROID RAZOR XT912	1B164, 1B165
IPHONE	1B168
1 CD	1B169
CARD READER	1B175
MOBILE READER REGISTER	1B176
3 DISKS	1B178
WCC4M5ZCLXNV MY CLOUD	1B179
BLACK IPHONE 8 A1905 WITH CASEMATE CASE	1B183
BLACK IPHONE 8 PLUS A1897 WITH OTTERBOX CASE	1B188
IPHONE 7 A1660 AND IMPACT STRONG CASE	1B189
ALCATEL CELL PHONE A574BL	1B190
3 CELL PHONES	1B194
2 SQUARE READERS	1B169
Dell Laptop SN 83733 (ACSO)	1B162
2 STORAGE DEVICES WCC4E6VE56PR AND KUCJ05A156	1B191
DELL LAPTOP BITCOIN MINER- DELL LATITUDE E5400 S/N BVX1LK1	1B142
MAXTOR HARD DRIVE S/N E1K3JWBE	1B145
MAXTOR HARD DRIVE SN: E1JNSF3E	1B146
ACER ASPIRE LAPTOP SN: LXR4R0200203758A4 21601	1B149
DELL LAPTOP SN: F1TSYB1	1B156
BARACUDA SN 3T80KRM6	1B166

5 THUMB DRIVES	1B169
8GB SANDISK	1B169
TOSHIBA LATOP SN 37251406K	1B173
HP LAPTOP SN 5CG3291267	1B174
BARRACUDA SN 3J80K884	1B177
WESTERN DIGITAL HARD DRIVE SN WCAZA3882835	1B177
HP LAPTOP ELITE BOOK	1B181
HP Z240 TOWER SN ZVA6060RF1	1B184
MAC BOOK PRO SN C02JKT67D853	1B185
4 MEMORY DEVICES	1B186
SONY LAPTOP SN #275268339019447	1B187
SEAGATE SN 6RW1D0Z6	1B195
RAVEN TOWER BS14140564RVZ01B0	1B196
MICRO NICHE USB THUMB DRIVE	1B197
SEAGATE TOWER SN NA8B08G5 (HARD DRIVE)	1B198
USB DRIVES DVD	1B215
2 THUMB DRIVES, SEAGATE HARDRIVE SN 9VP924SV	1B167
SEAGATE BACKUP PLUS HARD DRIVE P/N 2AWAP7-500 SN NA9W63A3; CORSAIR FLASH DRIVE SLIDER X1 128G	1B199

27. Defendant understands that he has the right and opportunity to claim the listed property. Defendant hereby knowingly and voluntarily waives all right, title, and interest in the listed property. Defendant waives, releases, and withdraws any claim that Defendant has made with respect to the listed property, and waives and releases any claim that Defendant might otherwise have made to the listed property in the future.

28. Defendant consents to the vesting of title to the listed property to the United States Government, pursuant to Title 41, Code of Federal Regulations, Section 128-48.102-1. Defendant also consents to the destruction of the property,

or other disposition of the property in accordance with law, and without further notice to defendant.

29. Defendant waives any right Defendant might otherwise have had to receive notice or a hearing with respect to any motion, pleading, order, or any other action that the Government might take, in its sole discretion, to carry out the abandonment, disposition, and/or destruction of the listed property.

30. Defendant's waiver includes, without limitation, all common law, statutory, and constitutional claims or challenges, on any grounds, arising at any time from, or relating to, the seizure, abandonment, disposition, and destruction of the listed property, including any such claim for attorney's fees and litigation costs.

31. Defendant further agrees to hold the United States of America, its agents and employees, harmless from any claims whatsoever in connection with the seizure, abandonment, disposition, and destruction of the listed property.

### **Financial Cooperation Provisions**

#### **Special Assessment**

32. The Defendant agrees that he will pay a special assessment in the amount of \$200 by money order or certified check made payable to the Clerk of Court, U.S. District Court, 18 Greenville Street, Newnan, Georgia 30264, by the day of sentencing. The Defendant agrees to provide proof of such payment to the undersigned Assistant United States Attorney upon payment thereof.

#### **Fine/Restitution - Terms of Payment**

33. The Defendant agrees to pay any fine and/or restitution, plus applicable interest, imposed by the Court to the Clerk of Court for eventual disbursement to



the appropriate account and/or victim(s). The Defendant also agrees that the full fine and/or restitution amount shall be considered due and payable immediately. If the Defendant cannot pay the full amount immediately and is placed in custody or under the supervision of the Probation Office at any time, he agrees that the custodial agency and the Probation Office will have the authority to establish payment schedules to ensure payment of the fine and/or restitution. The Defendant understands that this payment schedule represents a minimum obligation and that, should the Defendant's financial situation establish that he is able to pay more toward the fine and/or restitution, the Government is entitled to pursue other sources of recovery of the fine and/or restitution. The Defendant further agrees to cooperate fully in efforts to collect the fine and/or restitution obligation by any legal means the Government deems appropriate. Finally, the Defendant and his counsel agree that the Government may contact the Defendant regarding the collection of any fine and/or restitution without notifying and outside the presence of his counsel.

#### **Financial Disclosure**

34. The Defendant agrees that the Defendant will not sell, hide, waste, encumber, destroy, or otherwise devalue any such asset worth more than \$1,000.00 before sentencing, without the prior approval of the Government. The Defendant understands and agrees that the Defendant's failure to comply with this provision of the Plea Agreement should result in the Defendant receiving no credit for acceptance of responsibility.

35. The Defendant agrees to cooperate fully in the investigation of the amount of forfeiture, restitution, and fine; the identification of funds and assets in which



he has any legal or equitable interest to be applied toward forfeiture, restitution, and/or fine; and the prompt payment of restitution or a fine.

36. The Defendant's cooperation obligations include: (A) fully and truthfully completing the Department of Justice's Financial Statement of Debtor form, and any addenda to said form deemed necessary by the Government, within ten days of the change of plea hearing; (B) submitting to a financial deposition or interview (should the Government deem it necessary) prior to sentencing regarding the subject matter of said form; (C) providing any documentation within his possession or control requested by the Government regarding his financial condition and that of his household; (D) fully and truthfully answering all questions regarding his past and present financial condition and that of his household in such interview(s); and (E) providing a waiver of his privacy protections to permit the Government to access his credit report and tax information held by the Internal Revenue Service.

37. So long as the Defendant is completely truthful, the Government agrees that anything related by the Defendant during his financial interview or deposition or in the financial forms described above cannot and will not be used against him in the Government's criminal prosecution. However, the Government may use the Defendant's statements to identify and to execute upon assets to be applied to the fine and/or restitution in this case. Further, the Government is completely free to pursue any and all investigative leads derived in any way from the interview(s)/deposition(s)/financial forms, which could result in the acquisition of evidence admissible against the Defendant in subsequent proceedings. If the Defendant subsequently takes a position in any

legal proceeding that is inconsistent with the interview(s)/ deposition(s)/ financial forms – whether in pleadings, oral argument, witness testimony, documentary evidence, questioning of witnesses, or any other manner – the Government may use the Defendant’s interview(s)/ deposition(s)/ financial forms, and all evidence obtained directly or indirectly therefrom, in any responsive pleading and argument and for cross-examination, impeachment, or rebuttal evidence. Further, the Government may also use the Defendant’s interview(s)/ deposition(s)/ financial forms to respond to arguments made or issues raised sua sponte by the Magistrate or District Court.

#### **Recommendations/Stipulations Non-binding**

38. The Defendant understands and agrees that the recommendations of the Government incorporated within this Plea Agreement, as well as any stipulations of fact or guideline computations incorporated within this Plea Agreement or otherwise discussed between the parties, are not binding on the Court and that the Court’s failure to accept one or more of the recommendations, stipulations, and/or guideline computations will not constitute grounds to withdraw his guilty plea or to claim a breach of this Plea Agreement.

#### **Limited Waiver of Appeal**

39. LIMITED WAIVER OF APPEAL: To the maximum extent permitted by federal law, the Defendant voluntarily and expressly waives the right to appeal his conviction and sentence and the right to collaterally attack his conviction and sentence in any post-conviction proceeding (including, but not limited to,

motions filed pursuant to 28 U.S.C. § 2255) on any ground, except that the Defendant may file a direct appeal of an upward departure or upward variance above the sentencing guideline range as calculated by the District Court. Claims that the Defendant's counsel rendered constitutionally ineffective assistance are excepted from this waiver. The Defendant understands that this Plea Agreement does not limit the Government's right to appeal, but if the Government initiates a direct appeal of the sentence imposed, the Defendant may file a cross-appeal of that same sentence.

#### **Miscellaneous Waivers**

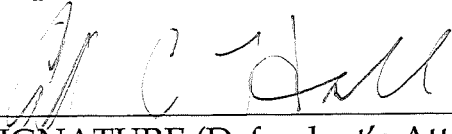
##### **FOIA/Privacy Act Waiver**

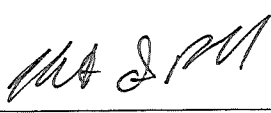
40. The Defendant hereby waives all rights, whether asserted directly or by a representative, to request or receive from any department or agency of the United States any records pertaining to the investigation or prosecution of this case, including, without limitation, any records that may be sought under the Freedom of Information Act, Title 5, United States Code, Section 552, or the Privacy Act of 1974, Title 5, United States Code, Section 552a.


**No Other Agreements**

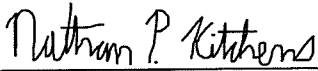
41. There are no other agreements, promises, representations, or understandings between the Defendant and the Government.


In Open Court this 19th day of March 2024


  
\_\_\_\_\_  
SIGNATURE (Defendant's Attorney)  
Andrew Hall

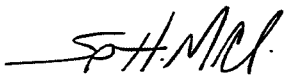
  
\_\_\_\_\_  
SIGNATURE (Defendant)  
Robert Purbeck

  
\_\_\_\_\_  
SIGNATURE (Assistant U.S. Attorney)  
Michael Herskowitz

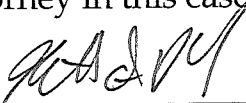
  
\_\_\_\_\_  
SIGNATURE (Assistant U.S. Attorney)  
Nathan P. Kitchens

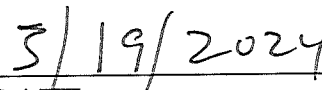
  
\_\_\_\_\_  
SIGNATURE (Assistant U.S. Attorney)  
Alex Sistla

  
\_\_\_\_\_  
SIGNATURE (Trial Attorney, CCIPS)  
Brian Mund


  
\_\_\_\_\_  
SIGNATURE (Approving Official)  
Stephen McClain

I have read the Indictment against me and have discussed it with my attorney. I understand the charges and the elements of each charge that the Government would have to prove to convict me at a trial. I have read the foregoing Plea Agreement and have carefully reviewed every part of it with my attorney. I understand the terms and conditions contained in the Plea Agreement, and I voluntarily agree to them. I also have discussed with my attorney the rights I may have to appeal or challenge my conviction and sentence, and I understand that the appeal waiver contained in the Plea Agreement will prevent me, with the narrow exceptions stated, from appealing my conviction and sentence or challenging my conviction and sentence in any post-conviction proceeding. No one has threatened or forced me to plead guilty, and no promises or inducements have been made to me other than those discussed in the Plea Agreement. The discussions between my attorney and the Government toward reaching a negotiated plea in this case took place with my permission. I am fully satisfied with the representation provided to me by my attorney in this case.

  
\_\_\_\_\_  
SIGNATURE (Defendant)  
Robert Purbeck

  
\_\_\_\_\_  
DATE

I am Robert Purbeck's lawyer. I have carefully reviewed the charges and the Plea Agreement with my client. To my knowledge, my client is making an informed and voluntary decision to plead guilty and to enter into the Plea Agreement.

  
\_\_\_\_\_  
SIGNATURE (Defendant's Attorney)  
Andrew Hall

3/19/2024  
\_\_\_\_\_  
DATE

Hall Hirsh Hughes, LLC  
150 East Ponce de Leon Avenue, #450  
Decatur, Georgia 30030  
404-638-5880 (tel.)  
State Bar of Georgia No. 318025

Filed in Open Court

This 19th day of March 2024

By \_\_\_\_\_

## U. S. DEPARTMENT OF JUSTICE

## Statement of Special Assessment Account

This statement reflects your special assessment only. There may be other penalties imposed at sentencing.

ACCOUNT INFORMATION	
CRIMINAL ACTION NO.:	3:21-cr-00004-TCB-RGV
DEFENDANT'S NAME:	ROBERT PURBECK
PAY THIS AMOUNT:	\$200

## Instructions:

1. Payment must be made by **certified check** or **money order** payable to:  
Clerk of Court, U.S. District Court  
**\*personal checks will not be accepted\***
2. Payment must be made to the clerk's office by the day of sentencing.
3. Payment should be sent or hand delivered to:  
Clerk, U.S. District Court  
18 Greenville Street  
Newnan, Georgia 30264  
(Do Not Send Cash)
4. Include the defendant's name on **certified check** or **money order**.
5. Enclose this coupon to insure proper and prompt application of payment.
6. Provide proof of payment to the above-signed AUSA within 30 days of the guilty plea.

Description	1B#	Disposition
Documents and Notebook	1B140	FBI to dispose
Documents, passwords, check register	1B147	FBI to dispose
Documents - receipts	1B155	FBI to dispose
Receipts-mail-notes	1B158	FBI to dispose
Handwritten notes	1B170	FBI to dispose
Misc docs	1B171	FBI to dispose
Blockchain documents, other	1B172	FBI to dispose
GIFT CARDS:	1B200-1B208	FBI to dispose
Documents	1B153	FBI to dispose
2 MOTOROLA XT912 CELL PHONES - BLACK MOTOROLA DROID RAZOR XT912;	1B164, 1B165	FBI to dispose
IPHONE;	1B168	FBI to dispose
1 CD;	1B169	FBI to dispose
CARD READER;	1B175	FBI to dispose
MOBILE READER REGISTER;	1B176	FBI to dispose
3 DISKS;	1B178	FBI to dispose
WCC4M5ZCLXNV MY CLOUD;	1B179	FBI to dispose
BLACK IPHONE 8 A1905 WITH CASEMATE CASE;	1B183	Return to Purbeck
BLACK IPHONE 8 PLUS A1897 WITH OTTERBOX CASE;	1B188	FBI to dispose
IPHONE 7 A1660 AND IMPACT STRONG CASE;	1B189	Return to Ada County
ALCATEL CELL PHONE A574BL;	1B190	FBI to dispose
3 CELL PHONES:	1B194	FBI to dispose
Passport for Robert Purbeck	1B160	Return to Purbeck
Business registration-Silk Alpaca	1B161	Return to Purbeck
2 SQUARE READERS;	1B169	FBI to dispose
SEAGATE SN 9QM48C6F;	1B127	Returned to Purbeck
SEAGATE SN 9QM48JBV;	1B128	Returned to Purbeck
HITACHI DESK STAR MODEL HDS722580VL5A80;	1B129	Returned to Purbeck
GALAXY 2D SN 6QF39MSF;	1B130	Returned to Purbeck
QUANTUM SN 172933813920;	1B131	Returned to Purbeck
SEAGATE SN 5MO2N7KQ;	1B132	Returned to Purbeck
SEAGATE SN 3JT0P7YM;	1B133	Returned to Purbeck
HP INVENT SN 25D626T1FF;	1B134	Returned to Purbeck
CD A5D22C2225094;	1B135	Returned to Purbeck
CD C:/ BACKUP 0024B3N306005;	1B136	Returned to Purbeck
CANON COMPACT FLASH TM CARD FC 16M;	1B137	Returned to Purbeck
CD CASH FLOW 202 C3122JK2322663LH;	1B138	Returned to Purbeck
SUPERDISK S/N AA9812154230M;	1B139	Returned to Purbeck
HP MINI LAPTOP S/N CNF005CHH7;	1B141	Returned to Purbeck
3 Keys	1B143	Returned to Purbeck
16 GIG MICRO SD CARD;	1B144	Returned to Purbeck
SONY LAPTOP SN: C3LPQ45Y;	1B148	Returned to Purbeck



APPLE LAPTOP SN: WQ024D5JATM;	1B150	Returned to Purbeck
KINDLE- BLACK AMAZON KINDLE D01400;	1B151	Returned to Purbeck
IPAD 16 GB SN: F5RKT7DEDFHW;	1B152	Returned to Purbeck
K-NET TOWER;	1B154	Returned to Purbeck
HP LAPTOP SN: CNF0135R2C;	1B157	Returned to Purbeck
2 CD'S;	1B159	Returned to Purbeck
THUMB DRIVE - PNY USB 34GB GRAY;	1B159	Returned to Purbeck
SEAGATE H SN 9VY55295;	1B163	Returned to Purbeck
12 HARD DRIVES;	1B180	Returned to Purbeck
HP 2230 TOWER SN 2VA42217QC;	1B182	Returned to Purbeck
2 USB MEMORY DEVICES:	1B192	Returned to Purbeck
RASBERRY PI COMPUTER;	1B193	Returned to Purbeck
1 THUMB DRIVE - American life USB drive;	1B193	Returned to Purbeck
1 GB MEMORY CARD - EMC Isolon Flash Drive 4 GB;	1B193	Returned to Purbeck
Dell Laptop SN 83733 (ACSO)	1B162	Return to Ada County
2 STORAGE DEVICES WCC4E6VE56PR AND KUCJ05A156;	1B191	Purbeck
DELL LAPTOP BITCOIN MINER- DELL LATITUDE E5400 S/N BVX1LK1;	1B142	Wipe and return to Purbeck
MAXTOR HARD DRIVE S/N E1K3JWBE;	1B145	Wipe and return to Purbeck
MAXTOR HARD DRIVE SN: E1JNSF3E;	1B146	Wipe and return to Purbeck
ACER ASPIRE LAPTOP SN: LXR4R0200203758A4 21601;	1B149	Wipe and return to Purbeck
DELL LAPTOP SN: F1TSYB1;	1B156	Wipe and return to Purbeck
BARACUDA SN 3T80KRM6;	1B166	Wipe and return to Purbeck
5 THUMB DRIVES;	1B169	Wipe and return to Purbeck
8GB SANDISK;	1B169	Wipe and return to Purbeck
TOSHIBA LATOP SN 37251406K;	1B173	Wipe and return to Purbeck
HP LAPTOP SN 5CG3291267;	1B174	Wipe and return to Purbeck
BARRACUDA SN 3J80K884;	1B177	Return to Purbeck
WESTERN DIGITAL HARD DRIVE SN WCAZA3882835;	1B177	Return to Purbeck
HP LAPTOP ELITE BOOK;	1B181	Wipe and return to Purbeck
HP Z240 TOWER SN ZVA6060RF1;	1B184	Wipe and return to Purbeck
MAC BOOK PRO SN C02JKT67D853;	1B185	Return to Purbeck
4 MEMORY DEVICES:	1B186	Wipe and return to Purbeck
SONY LAPTOP SN #275268339019447;	1B187	Wipe and return to Purbeck
SEAGATE SN 6RW1D0Z6;	1B195	Wipe and return to Purbeck
RAVEN TOWER BS14140564RVZ01B0;	1B196	Wipe and return to Purbeck
MICRO NICHE USB THUMB DRIVE;	1B197	Wipe and return to Purbeck
SEAGATE TOWER SN NA8B08G5 (HARD DRIVE);	1B198	Wipe and return to Purbeck
USB drives DVD	1B215	Wipe and return USB drives to Purbeck; FBI to dispose of DVD
2 THUMB DRIVES, SEAGATE HARDRIVE SN 9VP924SV	1B167	Wipe and return to Purbeck; FBI to dispose of pen camera

SEAGATE BACKUP PLUS HARD DRIVE P/N 2AWAP7-500 SN NA9W63A3; CORSAIR FLASH DRIVE SLIDER X1 128G;	1B199	Wipe and return to Purbeck; Return HDD to Ada County
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